

The Honorable James L. Robart

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation,
AMAZON.COM SERVICES LLC, a Delaware
limited liability company, and AMAZON
TECHNOLOGIES, INC., a Nevada corporation,

Plaintiffs,

v.

Does 1-20, unknown parties doing business as
“REKK,” and the following individuals:
Domantas Radeckas, Noah Page, Skylar
Robinson, Luke Colvin, Alejandro Taveras,
Andrew Ling, Brandon Sukhram, Cosmin Sopca,
Jenny Tran, Olaf Booij, and Ryan Bates,

Defendants.

No. 2:23-cv-01879-JLR

STIPULATED PERMANENT
INJUNCTION AS TO
DEFENDANT JENNY TRAN
AND ~~PROPOSED~~ ORDER

NOTED FOR CONSIDERATION:
September 26, 2024

Without Oral Argument

STIPULATION

Plaintiffs Amazon.com, Inc., Amazon.com Services LLC, and Amazon Technologies, Inc. (together, “Amazon”), and Defendant Jenny Tran (“Tran”) and (collectively “Settling Parties”), by and through Amazon’s respective counsel of record and by Tran’s pro-se representation, notify the Court that the Settling Parties have reached a settlement of all claims between them in this matter. Pursuant to the terms of that settlement, the Settling Parties stipulate and agree to entry of the permanent injunction below.

DATED this 26th day of September, 2024.

Davis Wright Tremaine LLP
Attorneys for Plaintiffs Amazon.com

Jenny Tran
Pro Se, Defendant Jenny Tran

By s/ Bonnie MacNaughton
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PERMANENT INJUNCTION

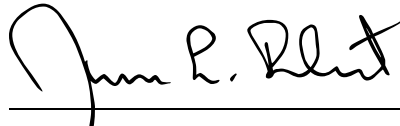
Pursuant to the above stipulation of the parties, IT IS HEREBY ORDERED that Defendant Jenny Tran, and her respective employees, agents, successors and assigns, and all others in active concert or participation with her, are permanently enjoined and restrained from:

1. Accessing and using, whether directly or indirectly via a third party, intermediary, or proxy, Amazon.com, or any other Amazon online store around the world.
2. Exploiting or abusing Amazon's ordering or return services;
3. Making false statements or misrepresentations to Amazon;
4. Engaging in any activity that defrauds Amazon into paying money or providing replacement products for illegitimate returns;
5. Engaging in any scheme or malicious activity that interacts with Amazon; and
6. Knowingly and materially assisting or engaging any other person or business entity in engaging in or performing any of the activities listed above.

1 The Court shall retain continuing jurisdiction over this matter for the limited purposes of
2 enforcing the terms of the Settling Parties' settlement agreement and this Stipulated Permanent
3 Injunction.

4 IT IS SO ORDERED.

5 DATED: September 29, 2024.

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9 The Honorable James L. Robart
10 UNITED STATES SENIOR DISTRICT JUDGE
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